

## CONTRACT

**Contract name**  
**Start Date**

**Contract name**  
**End date**

**Contracting Parties**  
**Buyer**  
**Address**  
**Contact Person**

**Seller**  
**Address**  
**Contact Person**

**DRAFT**

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## 1. Form of contract

The professional assignment is completed through a contract, i.e a written contract that is signed by the Parties. Other conditions enclosed by the supplier in the tender will not be considered.

## 2. Scope

EPOS ERIC is seeking proposals to select a specialised external service provider for the provision of EPOS ERIC auditing services. The present contract is stipulated and signed, on the one hand by EPOS, in the capacity of customer of the service and on the other hand by ..... in the capacity of professional executor of the service. The latter, for the sake of brevity, will be referred to below as Auditor.

## 3. Price

Value in Euro \_\_\_\_\_. EPOS ERIC Benefit of VAT exemption.

Price is quoted in Euro and will not be subject to revision. Other costs incurred during the contract cannot be reimbursed.

## 4. Terms of performing the service

The Auditor must provide the service entrusted on the basis of the results of its offer presented in participation in the tender called by EPOS. In general, the service will be rendered in compliance with the quality standards set by ISA Italia.

## 5. Delivery address

The service will have to be rendered mainly at the headquarters of EPOS, sited as indicated below. However, for the completion of the service, travel may become necessary; the Auditor undertakes to make this travel without additional expenses for EPOS.

EPOS ERIC Site  
c/o INGV  
Via di Vigna Murata n. 605  
00143 Rome – ITALY

## 6. Terms of Invoicing and Payments

The contractual amount will be paid off to the selected supplier as in the following terms:

- Year 2019= EUR 8,000
- Year 2020= EUR 17,000
- Year 2021= EUR 25,000 (This includes the first portion of 2022, until the 2021 Financial Statements approval)

The invoice must include a report with a detail description of the activities and results.

Payment will be made in arrears by invoice at thirty (30) days net. Invoicing and administration charges are not accepted. If there is any reason to query invoices, EPOS ERIC has the right to withhold all or parts of payment.

## 7. Invoice address

EPOS ERIC  
c/o INGV Via di Vigna Murata n° 605  
00143 ROME (ITALY)  
FISCAL CODE 96409510581  
VAT NUMBER IT15152381008  
[epos-eric@pec.it](mailto:epos-eric@pec.it)

## 8. Sub-contractors

Subcontractors are not permitted.

## 9. Secrecy

The Auditor must be familiar with and shall comply with any rule of secrecy that applies to the EPOS ERIC's operations. The Auditor undertakes not to reveal or use any information from the EPOS ERIC, whatever this may be (information on personnel, finance, commercial aspects or research information etc.) which may become known to the EPOS ERIC. "The Auditor" includes all natural persons and legal entities which are involved through the contractor in any way in order to fulfil his undertakings towards the EPOS ERIC, as well as any other persons who may come into contact with such information in any way. Secrecy will continue to be applied to such information even after the contract in general has ceased to be valid.

## 10. Transfer of contract

This contract may not be transferred to another natural person or legal entity.

## 11. Dispute and termination

In the event that the Auditor does not carry out the service entrusted according to time and quality methods included in the offer presented, EPOS will have the right to terminate the contract at any time and without notice, withholding any amount due to guarantee and protect its interests.

This contract has been created in two identical copies, one for each party involved. The contract is valid when signed by both parties.

Signatures of authorized parties:

**Customer**

**Service Provider**

**Location/Date**

**Location/Date**

**Signature**

**Signature**

**Print name**

**Print name**

**Role**

**Role**

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